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PUBLIC EMPLOYMENT
RELATIONS BOARD

**NISHNA VALLEY
COMMUNITY SCHOOL DISTRICT**

MASTER CONTRACT

July 1, 2007 – June 30, 2008

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Article I
Preamble

WHEREAS, the Board of Directors of the Nishna Valley Community School District, hereafter referred to as the Board, and the Nishna Valley Education Association, hereafter referred to as the Association, recognize and declare that providing a quality education for the students of the Nishna Valley Community School District is their mutual desire, and

WHEREAS, the Board and Association have agreed to negotiate in good faith and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this agreement,

IT IS AGREED AS FOLLOWS:

Article II
Recognition

A. UNIT

The Board hereby recognizes the Nishna Valley Education Association, as the certified exclusive and sole bargaining representative for all personnel as set forth in the PERB certification instrument (Case 163) issued by PERB on the 30th day of June 1975, employed by the Board of Education of the Nishna Valley Community School District. Such representation shall cover all personnel in professional positions unless the parties are administrative.

The unit described in the above certification is as follows:

Included: Regular full-time teachers and regular certified part-time teachers including special education teachers, guidance counselors, nurse and librarians.

Excluded: Superintendent, elementary principal, secondary principal, curriculum supervisor/coordinator, educational aides, tutors, secretaries, clerks, custodians, maintenance employees, food service employees, substitute teachers, and all other persons excluded by section four of the act.

B. DEFINITIONS

1. The term "Board" as used in this agreement, shall mean the Board of Education of the Nishna Valley Community School District or its duly authorized representatives.
2. The term "employee," as used in this agreement, shall mean all professional employees represented by this Association in the bargaining unit as defined and certified by the Public Employment Relations Board.
3. The term "Association," as used in this agreement shall mean the Nishna Valley Education Association or its duly authorized representatives.

Article III Grievance Procedure

A. DEFINITIONS

1. **Grievance**

A grievance is a claim by an employee, a group of employees filing a grievance on one issue, or the Association that there has been a violation, misinterpretation, or misapplication of any provision of this agreement.

2. **Aggrieved Person**

An "aggrieved person" is the person or persons or the Association making the complaint.

3. **Part in Interest**

A "party in interest" is the person or persons making the complaint and any person, including the Association or Board, who might be required to take action, or against whom action might be taken in order to resolve the complaint.

B. PURPOSE

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. PROCEDURE

1. **Time Limits**

The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

2. **Year End Grievance**

In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and, if left unresolved until the beginning of the following school year could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or within a maximum of 30 days thereafter.

3. **Level One – Principal or Immediate Supervisor (Informal)**

An employee with a grievance shall first discuss it with his/her principal or immediate supervisor, within ten (10) school days from the date of the occurrence of the event giving rise to the grievance with the objective of resolving the matter informally. The employee and principal shall each acknowledge in writing the date the discussion took place.

Article III Grievance Procedure

4. Level Two Principal (Formal)

If the grievance is not resolved at Level One, the aggrieved employee shall within five (5) school days of the discussion with his/her principal, file a grievance in writing, and at a mutually agreeable time, discuss the matter with the principal. The written grievance shall be on a form conforming in substance to Schedule A, and shall state the nature of the grievance, shall note the specific cause or clauses of this Agreement constituting the basis of the grievance, and shall state the remedy requested. The principal shall make a decision and present it in writing to the employee and the Association with five (5) school days after receipt of the grievance.

If the aggrieved person is not satisfied with the disposition of the grievance, or if no disposition has been made within the five (5) school day period the grievance shall be transmitted to Level Three.

5. Level Three – Superintendent

The superintendent or his/her designee shall meet with the aggrieved person and the Association within five (5) school days of receipt of the grievance. Within ten (10) school days of receipt of the grievance the superintendent or his/her designee shall indicate his/her disposition of the grievance in writing and shall furnish a copy thereof to the Association.

If the aggrieved person or the Association is not satisfied with disposition of the grievance by the superintendent or his/her designee, or if no disposition has been made within ten (10) school days of receipt of said grievance, the aggrieved person or the Association may proceed directly to Level Four.

6. Level Four – Arbitration

- a. If the aggrieved person or the Association is not satisfied with the disposition of the grievance by the superintendent, or if no disposition has been made within the time limits, the aggrieved person and the Association shall meet within five (5) school days of disposition of the grievance to discuss the merits of submitting the grievance to arbitration.
- b. If the Association determines that the grievance is meritorious, it shall notify the superintendent in writing within ten (10) school days of receipt of the level three decision of its intent to submit the grievance to arbitration.

Article III

Grievance Procedure

6. Level Four- Arbitration (continued)

- c. Within ten (10) school days after written notice to the Board of submission to arbitration, the Board and the Association shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a written request for a list of arbitrators shall be made to the Federal Mediation and Conciliation Service (FMCS) by either party. The list shall consist of five arbitrators and the Association shall remove one of the five names from the list. The party having the right to remove the first name shall do so within two (2) school days, and the other party shall have one (1) additional school day to remove one of the four remaining names. The first party will then have one (1) school day to remove one of the three remaining names, and the other party will have one (1) school day to remove one of the two remaining names. The person whose name remains shall be the arbitrator.
- d. The arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue his/her decision not later than thirty (30) days from the date of the close of the hearings or, if oral hearing have been waived, then from the date the final statements and proofs on the issues are submitted to him. The arbitrator's decision shall be in writing and shall set forth his/her finding of fact, reasoning, and conclusions on the issues submitted. The arbitrator in his/her opinion, shall not amend, modify, nullify, ignore, or add to the provisions of the Agreement. His/her authority shall be strictly limited to deciding only the issue or issues presented to him/her by the School District and the Association, and his/her decision must be based solely and only upon his/her interpretation of the meaning or application of the express relevant language of the Agreement.
- e. The cost for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses, and the cost of the hearing room, shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

D. RIGHTS OF EMPLOYEES TO REPRESENTATION

1. Reprisals

No reprisals of any kind shall be taken by the Board or by any member of the Administration, against any party in interest, any representative, any member of the Association, or any other participant in the grievance procedure solely by reason of such participation.

Article III

Grievance Procedure

D. RIGHTS OF EMPLOYEES TO REPRESENTATION (continued)

2. Released Time

When it is necessary for an aggrieved person and an Association representative to meet with an arbitrator, regarding a grievance during the workday, said aggrieved person and representative shall be released by paying the cost of his/her substitute.

E. MISCELLANEOUS

1. Written Decisions

All decisions rendered at Levels Two and Three of the grievance procedure shall be in writing, setting forth the decision and the reasons therefore, and shall be transmitted promptly to all parties in interest and to the Association. Decisions rendered at Level Four shall be in accordance with the procedures set forth in the Section on Arbitration.

2. Separate Grievance File

All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

3. Meetings and Hearings

All meetings and hearings under this procedure, with the exception of arbitration hearings shall be conducted in private and shall include only witnesses, the parties in interest, and their designated or selected representatives, heretofore referred to in this Article.

Article IV

Dues Deduction

A. AUTHORIZATION

Any employee who is a member of the Association, or who has applied for membership, may sign and deliver to the Board Secretary before September 15 an assignment authorizing payroll deduction of professional dues. The form of the assignment shall be as set forth in Schedule B.

B. REGULAR DEDUCTIONS

Pursuant to a deduction authorization, the Board shall deduct one-tenth (1/10th) of total dues from the regular salary check of the employee each month for ten (10) months, beginning in September and ending in June of each year.

**Article IV
Dues Deduction**

C. DURATION

Such authorization shall continue in effect from year to year unless revoked in writing by a thirty (30) day notice to the Board and to the Association.

D. TERMINATION

Any employee who terminates employment prior to June shall provide verification to the Board from the Association that dues are paid in full or that satisfactory arrangements have been made therefore. The Association will be responsible for collecting any outstanding back dues.

E. TRANSMISSION OF DUES

The Board shall transmit to the Association the total monthly deduction for professional dues within ten (10) school days following each regular period and a listing of the employees from whom deduction was made.

F. HOLD HARMLESS

The Association agrees to indemnify and hold harmless the Board, each individual Board member, and all administrators against all liability arising out of the application of the provisions of this Article between the parties for dues deduction. Said liability, if any, shall be limited to the amount of any dues improperly transmitted.

**Article V
Other Payroll Deductions**

Upon appropriate written authorization from the employee, presented to the Board Secretary, the Board shall authorize deductions from the salary of any employee and make appropriate remittance for annuities, I.S.E.A. Credit Union, insurance, and all mandatory deductions.

**Article VI
Wages and Salaries**

A. SCHEDULE

Each employee's salary is covered by the regular salary schedule as set forth in Schedule A. However, the Board reserves the right to establish a salary as it applies to special subject teachers. The salary of all extra assignments of certified employees shall be determined by the Board.

Article VI
Wages and Salaries

B. PLACEMENT ON SALARY SCHEDULE

1. Adjustment to Salary Schedule
Each employee shall be placed on his or her proper step of the salary schedule as of the effective date of this agreement in accordance with paragraph two below. Any employee hired prior to the beginning of second semester of any school year shall be given full credit for one (1) year of service toward the next increment step for the following year one time only.
2. Credit for Experience
Upon initial employment, an employee may be granted full credit for previous outside teaching experience in a duly accredited school.
3. Returning Employees
Any former employee with one or more years previous teaching experience in the district within the last six (6) years immediately preceding his/her reemployment by the district, shall be placed on the next step of the Salary Schedule above that in effect at the time of the termination of his/her contract. Former employees with one or more years of previous experience within the district and who have more years of previous experience within the district and who have not been actively involved in teaching for more than the six (6) years immediately preceding reemployment may, at the discretion of the Board be placed above the first step of the schedule.

C. ADVANCEMENT ON SALARY SCHEDULE

1. Increment or Vertical Step Movement
 - a. Each employee on the regular salary schedule shall be granted one (1) increment or vertical step on the salary schedule for each year of service until the maximum for his/her educational lane is reached.
 - b. A probationary employee (an employee who is in the first two (2) years of teaching in this district) whose performance has been inadequate may be denied vertical step movement.
2. Horizontal Lane Movement
 - a. In order to qualify for horizontal lane movement, the course shall either be related to the work of the employee or shall be to the long-term benefit of the district.
 - b. An employee who moves horizontally from one educational lane to a higher educational lane shall move to the corresponding eligible step on the higher educational lane.

Article VI
Wages and Salaries

C. ADVANCEMENT ON SALARY SCHEDULE (continued)

2. Horizontal Lane Movement (continued)

- c. For an employee to advance from one educational lane to a higher educational lane, he/she must adhere to the following procedures:

If an employee is taking academic courses for credit toward the attainment of a degree, the degree must be approved in writing in advance by the superintendent;

If an employee is taking academic courses that are not being taken for credit toward the attainment of a degree, the courses must be approved in writing in advance by the superintendent;

A form for securing advanced written approval of the superintendent shall be a part of this mater contract.

- d. Employees seeking to move from one educational lane to a higher educational lane shall provide written notice to the superintendent not later than January 3 of the calendar year in which the educational lane change is anticipated. Said horizontal lane movement shall be effective during the first contract year that follows January 3.
- e. In order to qualify for horizontal lane movement, the employee shall supply the district with satisfactory evidence of academic credit prior to September 3 of the year in which the horizontal lane movement is being requested.

D. METHOD OF PAYMENT

Each employee shall be paid in twelve (12) equal installments on the twentieth (20th) of each month. If the twentieth (20th) falls on Saturday, Sunday, or a holiday, then the check will be received on the previous Friday or the workday prior. During the summer months all individual payroll checks will be mailed by the 19th of the month. In the event that the nineteenth (19th) falls on Saturday, Sunday, or a holiday, then the check will be mailed on the previous workday.

Article VII

Insurance

1. Group Plan

The Board shall provide a group health and major medical insurance program for all employees with coverage at least equivalent to the present policy.

2. Premium Cost-Individual/Dependent

The Board shall pay the monthly individual insurance cost for each employee covered under the plan up to a maximum of \$858 for the 2007-2008 school year. For those employees electing dependent coverage under the plan, the difference between the actual monthly cost of individual employee coverage and the stated monthly maximum required to be paid by the Board, shall be applied toward payment of the additional premium cost of the dependent coverage. The excess of actual monthly premium cost for individual coverage and/or family coverage over the stated monthly maximum shall be deducted from each employee's monthly check.

3. Election-Notification

All employees must enroll in the plan, and at such times and in such manner as may be prescribed by the insurance carrier. All employees must upon acceptance of their enrollment give written notification of that fact to the School Board specifying whether or not dependents are to be covered.

4. Tax Sheltered Annuity

All employees not electing dependent coverage under the plan may, at their option, elect to have the difference between the individual monthly premium cost and the monthly maximum of \$858 for the 2007-2008 school year applied toward a bona fide tax sheltered annuity program selected by the employee, or forfeit the difference.

Notification of such election shall be given to the School Board Secretary no later than the first day of September, specifying the name of the institution sponsoring the annuity, the account number of the annuitant, and the address to which payments shall be made. Notification of termination or change in annuity shall be given thirty days in advance of the first day of the month in which such termination or change is to be effective and shall, in the case of a change in the annuity program, contain the same information required in the initial notification to the Board.

5. Coverage

The Board-provided health and major medical insurance program shall be for the length of the contract. Insurance coverage will begin September 1 to August 31 each school year for all new employees.

Article VII Insurance

6. Continuation

In the event that an employee, absent because of illness, injury or maternity, has exhausted sick leave accrual, the above mentioned benefits shall continue throughout the period of the school year.

7. Notification

The Board shall notify each employee with respect to the insurance protection coverage provided herein, Worker's Compensation and other relevant insurance protection within ten (10) days of the beginning of the school year or date of employment.

Article VIII Sick Leave

A. DEFINITIONS

1. Sick Leave

Sick leave is defined as the maximum allowable number of school days in each school year which an employee may receive without loss of compensation due to illness, disability, injury, or nonelective surgery of the employee or any member of his or her immediate family and shall include unused sick leave accumulated from prior years.

2. Elective and Nonelective Surgery

- a. Elective surgery is defined as any surgery not medically necessary to be performed during the school year.
- b. Nonelective surgery is surgery which from a medical standpoint must be performed during the school year.

3. Immediate Family

An employee's immediate family shall include spouse, children, parents, parents-in-law, brothers and sisters.

Article VIII
Sick Leave

B. ENTITLEMENT – ACCUMULATION

The number of sick leave days to be credited each employee at the commencement of each year shall be predicated on the number of consecutive years of service of that employee to the school district and determined as follows:

| | |
|--|---------|
| First year of employment | 10 days |
| Second year of employment | 11 days |
| Third year of employment | 12 days |
| Fourth year of employment | 13 days |
| Fifth year of employment | 14 days |
| Sixth and all subsequent years of employment | 15 days |

Unused sick leave days may be accumulated from year to year to a maximum of one hundred twenty (120) days.

Nothing in this section shall be construed as limiting the right of a School Board to grant more time than days herein specified; however, the granting or denial of such additional time shall not be grievable. Cumulation of sick leave by virtue of this section shall not be affected or terminated by reason of the organization of a community school district or districts which include all or the portion of the district which employed the particular public school employee for the school year following its organization.

C. LIMITATIONS

Sick leave benefits shall be payable only for the period an employee is precluded by reason of illness, injury, disability, or nonelective surgery from performing his or her school duties, or by reason of serious or life threatening condition of an immediate family member attributable to illness, injury, disability, or surgery, not exceeding his or her sick leave for the school year in which the leave benefits to present a medical certification of the condition of the employee or immediate family member. Should the Board not accept the medical certification, it may require the employee or the member of his or her immediate family, as the case may be, to submit to an independent medical examination as a prerequisite to further payments of benefits. Should a conflict of medical opinion exist with respect to the condition of the employee or immediate family member and the necessity for sick leave, the doubt shall be resolved by a third medical examination by a physician appointed by the Board and employee, or if they cannot agree, by the two physicians, whose opinion shall be controlling as of that time.

D. EXPENSES OF MEDICAL EXAMINATIONS

Expenses of medical examinations of an employee or an immediate member of his family required by the Board and by physicians appointed by the Board and employee, or their respective physicians, shall be paid by the Board.

Article IX

Temporary Leaves

A. PERSONAL LEAVE

At the beginning of every school year each employee shall be credited with four days which may be used for personal affairs. Two days shall be at full pay and two days shall be at full pay reduced by an amount equivalent to the approved substitute's pay for those days. It shall be discretionary with each employee as to which two days are at full pay and which two are at reduced pay but such determination shall be noted on each request for leave.

Requests for leave shall be in writing signed by the employee and submitted to the principal not less than three (3) days in advance of commencement of leave except in case of emergencies or unusual circumstances. The request shall specify the day(s) which the employee expects to be absent from school. Each employee must also set forth any circumstances or emergency rendering impossible or impracticable compliance with the three (3) day advance notice requirement.

Except in cases of emergency or unusual need, no more than three (3) employees may be absent on personal leave on any school day. Requests for leave based on emergencies or unusual circumstance shall be accorded priority over other requests. Subject to this discretion, determination as to who may or may not be granted personal leave on a particular school day shall be based on the order in which the requests for leave are received. Personal leave other than emergency or unusual need, will not be permitted during staff development, in-service days, one day preceding and one day following scheduled holiday breaks.

Employees may be required to specify the reason for their request for personal leave if more than three (3) requests for leave fall on the same day and/or if there is a shortage of qualified substitute teachers.

Personal leave shall be non-accumulative.

If an employee does not use personal leave during a school year, then the employee shall receive sub pay for teachers working their two paid personal days or any portion thereof.

B. BEREAVEMENT LEAVE

Each employee shall be entitled to ten (10) days of bereavement leave each school year, which shall be non-accumulative, and taken only in the event of a death of an employee's spouse, child, parent, legal guardian, parent-in-law, grandparent, grandparent-in-law, brother, sister, aunt or uncle. One day may be taken to attend the funeral of a relative or close friend for which bereavement leave is not otherwise authorized but such day shall be deducted from the total number of days credited to the employee at the beginning of the school year. No more than five (5) days may be taken for any one bereavement, except in the case of the death of a spouse, child, parent, or legal guardian, in which event all of the employee's remaining bereavement days for the school year may be taken.

Article IX
Temporary Leaves

C. ILLNESS IN THE IMMEDIATE FAMILY

Each employee shall be granted up to a total of two (2) days per year of paid leave in the event of illness or injury. Immediate family includes spouse, children, parents, parents-in-law, brothers and sisters.

Article X
Employee Work Year

A. IN-SCHOOL WORK YEAR

1. Regular Contract

The in-school work year for employees contracted on a nine (9) month basis shall not exceed one hundred and ninety (190) days with any state mandated additional professional development day or days in addition to the 190.

2. Extended Contract

The in-school work year of employees contracted on a ten (10) month basis shall not exceed two hundred and ten (210) working days.

3. Definition of In-School Work Year

The in-school work year shall include days when pupils are in attendance, orientation days, and any other days on which employee attendance is required.

4. Non-Attendance

Employee attendance shall not be required whenever student attendance is not required due to inclement weather or other emergency closings.

5. School Holidays

Labor Day, Thanksgiving Day, Christmas Vacation, President's Day (upon agreement between the Superintendent and the President of the Education Association), Easter Vacation (Good Friday and Monday after Easter)

Any days lost due to circumstances beyond the Board's control shall be made up at the discretion of the Superintendent. The Superintendent shall consult with the President of the Association.

Article XI

Employee Hours

A. WORKDAY

1. Length of the Day

The arrival of all teachers shall be prior to 8:00 a.m., and they shall be on duty by 8:00 a.m. They may depart from school, if they have no appointments or meetings scheduled, fifteen minutes after the last school bus departs.

B. LUNCH PERIODS

1. Grade Level and Other

Except for normal and unusual professional responsibility to the student while in their presence, an attempt shall be made to allow teachers a full duty free lunch period.

C. MEETINGS

1. Faculty and Other

Employees may be required to report for work thirty (30) minutes before the regular workday begins or to remain forty-five (45) minutes after the end of the regular workday for the purpose of attending faculty or other professional meetings. Such meeting shall begin no later than fifteen (15) minutes after the students' dismissal time and shall run for no more than forty five (45) additional minutes. If additional meeting time is needed for staff or in-service meetings, students may be dismissed early. Meetings shall not be called on Fridays or on any day immediately preceding any holiday or other day upon which teacher attendance is not required at school.

2. Notice and Agenda

The notice and agenda for any meeting shall be given to the employees involved whenever possible prior to meetings, so that employees shall have the opportunity to suggest items for the agenda.

3. Evening Assignments

Employees may be required to attend no more than eight (8) evening assignments or meetings each school year.

D. PREPARATION TIME

1. Grade Level

a. Classroom employees shall have one of the daily teaching periods for preparation time during which they shall not be assigned to any other duties, except in emergency. Elementary teachers shall have daily preparation time equal to secondary teachers.

Article XI
Employee Hours

D. PREPARATION TIME

1. Grade Level (continued)

- b. Other members of the bargaining unit who are not regular classroom teachers shall be provided with preparation time to the same extent as classroom teachers.
- c. It is desirable for each employee to have an uninterrupted preparation period each day. The practice of using a regular employee as a substitute, thereby depriving him/her of his/her preparation period, is undesirable and shall be discouraged. In those cases where regular substitutes are not available, regular employees who volunteer may be used as substitutes during their preparation time. In the absence of volunteers, an employee may be assigned to serve as a substitute.
- d. In those cases of pre-arranged absences, an effort shall be made to provide a regular substitute for the person who will be absent.

Article XII
Staff Reduction

A. NECESSITY

Decisions with respect to staff reduction and areas of the educational program in which such reduction shall be effected shall be made by the Board.

B. CONSIDERATIONS

The Board shall attempt to accomplish reduction through normal retirements, voluntary resignations, and natural occurrences. If reduction cannot be accomplished by these means alone, the Board in recognition of its obligations to employ and retain the most competent and qualified staff available for the purpose of perpetuating the highest quality educational program possible, shall give consideration to the relative skill, ability, competence, qualifications, involvement in co-curricular activities, and years of experience of available employees in making the necessary decisions.

C. DURATION

Recall shall last two years from the effective date of the termination. Employees must have taught the class in the district within the previous five years to be recalled.

Article XII Staff Reduction

D. NOTICE

Employees must respond within (ten) 10 days of mailing or phone message of the recall notice or will have been deemed to have rejected the recall. Employees are responsible to keep school current on address and phone number.

E. RESTORED BENEFITS

Employees who have been recalled shall have their seniority, sick leave, and other benefits restored to pre-reduction levels.

Article XIII Voluntary Transfers

A. DEFINITION

The movement of an employee to a different assignment, grade level or subject area shall be considered as a transfer.

B. NOTIFICATION OF VACANCIES

1. Date
The superintendent shall notify all faculty members of vacancies which occur during the school year and for the following school year.
2. Filing Request
Employees who desire a change in grade and/or subject assignment may file a written statement of such desire with the superintendent. Such statement shall include the grade and/or subject to which the employee desires to be assigned in order of preference. Such requests for transfers and reassignments for the following year shall be submitted not later than May 1 or December 1 for the second (2nd) semester.

Article XIV
Involuntary Transfers

A. DEFINITION

The movement of an employee to a different assignment, grade level, or subject area should be considered a transfer.

B. NOTICE

Notice of an involuntary transfer or reassignment shall be given in writing to the employee as soon as practical and in no case later than May 1, except in case of emergency.

Article XV
Health Provisions

A. PHYSICAL FITNESS – NEW EMPLOYEES

All new employees are required to provide evidence of physical fitness to perform duties assigned and freedom from communicable disease. Such evidence shall be limited to a statement from a licensed physician of the employee's choice by August first (1st), or otherwise by mutual agreement with the employer and administration, of initial employment attesting to the employee's physical fitness. The cost of such examination shall rest with the employee. The Board may require subsequent examinations. The examining physician shall be selected by the employee and the Board shall pay the cost of such examination not to exceed fifty dollars (\$50.00). Each new employee shall be advised of the physical fitness requirements at the time of employment.

Article XVI
Safety Provisions

A. PROTECTIVE DEVICES

Such special clothing and equipment as may be required by law will be provided by the employer.

B. LEAVE

When absence occurs as a direct result of assault or injury based on medical proof of the necessity of such a leave, the employee shall be entitled to full salary for the period of such absences, not to exceed employee's contract year, and no employee shall be enriched over and above his/her regular salary.

Article XVII
Employee Evaluation

A. ORIENTATION

1. The district shall provide training to any teacher new to the district on Chapter 284, Code of Iowa (Student Achievement and Teacher Quality Program) prior to September 15 of each school year. Existing teachers will receive training as needed.

B. BEGINNING TEACHER EVALUATION

1. “Beginning teacher” shall mean any employee who is teaching under an initial license as issued by the Board of Educational Examiners.
2. A beginning teacher shall be informed by the district prior to September 15 of the criteria upon which the beginning teacher shall be evaluated and of the evaluation process utilized by the district. A beginning teacher hired after the start of the school year shall receive orientation on the evaluation process within two (2) weeks after the employee’s first work day.
3. The evaluator assigned to the beginning teacher shall conduct the first formal evaluation prior to December 1.
4. Each formal observation shall be preceded by a pre-observation meeting and followed by a post-observation conference. Both the teacher and evaluator shall receive copies of any forms generated in these meetings.
5. The post-observation conference shall take place within ten (10) work days of the formal observation.
6. Prior to May 1, the evaluator shall conduct at least one (1) additional formal observation of the beginning teacher utilizing the pre-observation, formal observation, and post-observation format.
7. Beginning teachers shall follow the same evaluation procedure in their second and third years of employment.
8. Prior to April 30 of the beginning teacher’s second year of employment, the evaluator shall conduct a comprehensive evaluation of the beginning teacher.

Article XVII
Employee Evaluation

C. CAREER TEACHER EVALUATION

1. A “career teacher” shall mean an employee who is in his/her third year or more of employment and who holds a valid State of Iowa standard license.
2. The district shall designate an evaluator who shall conduct a performance review of each career teacher in the district at least once every three (3) years.
3. The career teacher’s evaluator shall meet with the teacher prior to November 1 of the first year of the three-year cycle to review the teacher’s career development plan.

D. GENERAL PROVISIONS

1. Employees shall have the right to respond in writing to any formal observation, comprehensive performance review, formative evaluation or summative evaluation, any other administrative evaluation, or any other material placed in the employee’s evaluation or personnel file. The employee’s response shall be attached to all copies of documents to which the employee’s response is addressed.
2. No complaint shall be placed in any employee’s evaluation or personnel file until after the employee has been given a written copy of the complaint.
3. This article deals primarily with formal evaluation of teacher performance. Nothing in this article is to be construed as precluding evaluation of teachers by any other means whatsoever as deemed appropriate by the administration of the School District.

Article XVIII
Nishna Valley Community School District
2007-2008 Salary Schedule - Schedule A

| Experience | BA | BA + 12 | BA + 24 | BA + 36 | MA | MA + 12 |
|---------------------|--------|---------|---------|---------|--------|---------|
| Year 0 | 23,550 | 24,030 | 24,521 | 25,021 | 25,531 | 26,052 |
| Year 1 | 24,030 | 24,521 | 25,021 | 25,531 | 26,052 | 26,584 |
| Year 2 | 24,521 | 25,021 | 25,531 | 26,052 | 26,584 | 27,126 |
| Year 3 | 25,021 | 25,531 | 26,052 | 26,584 | 27,126 | 27,679 |
| Year 4 | 25,531 | 26,052 | 26,584 | 27,126 | 27,679 | 28,244 |
| Year 5 | 26,052 | 26,584 | 27,126 | 27,679 | 28,244 | 28,820 |
| Year 6 | 26,584 | 27,126 | 27,679 | 28,244 | 28,820 | 29,408 |
| Year 7 | 27,126 | 27,679 | 28,244 | 28,820 | 29,408 | 30,008 |
| Year 8 | 27,679 | 28,244 | 28,820 | 29,408 | 30,008 | 30,620 |
| Year 9 | 28,244 | 28,820 | 29,408 | 30,008 | 30,620 | 31,245 |
| Year 10 | 28,820 | 29,408 | 30,008 | 30,620 | 31,245 | 31,882 |
| Year 11 | 29,408 | 30,008 | 30,620 | 31,245 | 31,882 | 32,533 |
| Year 12 | 30,008 | 30,620 | 31,245 | 31,882 | 32,533 | 33,196 |
| Year 13 | 30,620 | 31,245 | 31,882 | 32,533 | 33,196 | 33,873 |
| Year 14 | 31,245 | 31,882 | 32,533 | 33,196 | 33,873 | 34,564 |
| Year 15 | 31,882 | 32,533 | 33,196 | 33,873 | 34,564 | 35,270 |
| Year 16 | | 33,196 | 33,873 | 34,564 | 35,270 | 35,989 |
| Year 17 | | | 34,564 | 35,270 | 35,989 | 36,723 |
| Year 18 | | | | 35,989 | 36,723 | 37,472 |
| Year 19 | | | | | 37,472 | 38,237 |
| Year 20 | | | | | | 39,017 |
| Year 21 | | | | | | |
| Longevity Schedule: | | | | | | |
| % of base | | | | | | |
| 4% of base | 942 | 961 | 981 | 1,001 | 1,021 | 1,042 |
| 8% of base | 1,884 | 1,922 | 1,962 | 2,002 | 2,043 | 2,084 |
| 12% of base | 2,826 | 2,884 | 2,942 | 3,003 | 3,064 | 3,126 |

Article XVIII
2007-2008 Supplemental Pay – Schedule B

| | |
|--|------------|
| Athletic Director | \$3,120.00 |
| Head Football Coach | \$2,416.00 |
| Head Volleyball Coach | \$2,416.00 |
| Head Basketball Coach (Boys) | \$2,416.00 |
| Head Basketball Coach (Girls) | \$2,416.00 |
| Head Track Coach (Boys) | \$2,416.00 |
| Head Track Coach (Girls) | \$2,416.00 |
| Head Golf Coach | \$2,416.00 |
| Head Baseball Coach | \$2,416.00 |
| Head Softball Coach | \$2,416.00 |
| Assistant Football Coach | \$1,612.00 |
| Assistant Volleyball Coach | \$1,612.00 |
| Assistant Basketball Coach (Boys) | \$1,612.00 |
| Assistant Basketball Coach (Girls) | \$1,612.00 |
| Assistant Track Coach (Boys and Girls) | \$1,612.00 |
| Assistant Softball Coach | \$1,612.00 |
| Junior High Football Coach | \$ 886.00 |
| Junior High Volleyball Coach | \$ 886.00 |
| Junior High Basketball Coach (Boys) | \$ 886.00 |
| Junior High Basketball Coach (Girls) | \$ 886.00 |
| Junior High Track Coach (Boys) | \$ 886.00 |
| Junior High Track Coach (Girls) | \$ 886.00 |
| Junior High Baseball Coach | \$ 886.00 |
| Junior High Softball Coach | \$ 886.00 |
| Weightlifting Coach | \$ 497.00 |
| Cheerleading Sponsor (each receive) | \$ 967.00 |
| Yearbook Sponsor (plus mileage) | \$ 780.00 |
| Plays (one person) | \$ 740.00 |
| Large Group Speech | \$ 595.00 |
| Individual Speech | \$ 595.00 |
| Music (Band) | \$1,232.00 |
| Music (Vocal) | \$1,208.00 |
| Music (Summer Band) | \$2,303.00 |
| Senior Class Sponsor (each receive) | \$ 313.00 |
| Junior Class Sponsor (each receive) | \$ 322.00 |
| HOSA | \$ 200.00 |
| Homecoming | \$ 111.00 |
| National Honor Society | \$ 111.00 |
| Student Council | \$ 111.00 |

Article XVIII
2007-2008 Supplemental Pay – Schedule B
Whole Grade Sharing Addendum

| | |
|---|------------|
| Site Coordinator | \$1,007.00 |
| Head Middle School Football Coach | \$1,007.00 |
| Head Middle School Volleyball Coach | \$1,007.00 |
| Head Middle School Basketball Coach (boys) | \$1,007.00 |
| Head Middle School Basketball Coach (girls) | \$1,007.00 |
| Head Middle School Wrestling Coach | \$1,007.00 |
| Head Middle School Track Coach (boys) | \$1,007.00 |
| Head Middle School Track Coach (girls) | \$1,007.00 |
| Head Middle School Baseball Coach | \$1,007.00 |
| Head Middle School Softball Coach | \$1,007.00 |
| Assistant Middle School Football Coach | \$ 650.00 |
| Assistant Middle School Volleyball Coach | \$ 650.00 |
| Assistant Middle School Basketball Coach (boys) | \$ 650.00 |
| Assistant Middle School Basketball Coach (girls) | \$ 650.00 |
| Assistant Middle School Wrestling Coach | \$ 650.00 |
| Assistant Middle School Track Coach (boys) | \$ 650.00 |
| Assistant Middle School Track Coach (girls) | \$ 650.00 |
| Assistant Middle School Baseball Coach | \$ 650.00 |
| Assistant Middle School Softball Coach | \$ 650.00 |
| Weightlifting Coach | \$ 650.00 |
| Middle School Cheerleading Sponsor | \$ 400.00 |
| Middle School Yearbook Sponsor | \$ 400.00 |
| Middle School Plays | \$ 400.00 |
| Middle School Summer Band, Small Group and Honor Band | \$1,200.00 |
| Middle School Vocal | \$ 500.00 |
| Middle School Student Council Sponsor | \$ 350.00 |
| Math Bee Sponsor | \$ 250.00 |

Article XIX
Duration and Entire Agreement Clause

The contract will be in force for a one year period beginning July 1, 2007. This agreement supersedes and cancels all previous agreements and practices between the School District and the Association or any employee, unless expressly stated to the contrary herein and concludes collective bargaining for its term, but does not preclude collective bargaining for the subsequent contract periods.

The parties acknowledge that during the negotiations which resulted in this agreement, each had unlimited right and opportunity to make proposals with respect to any subject or matter not removed by law in the area of collective bargaining and that the understanding and agreement arrived at by the parties after the exercise of that right and opportunity set forth in this agreement.

Witness thereof the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective negotiators, and their signatures placed thereon.

Nishna Valley Education Association

Nishna Valley Community School District

Lynn B. Jakube
President

Scott Hilgen
President

4/4/07 Reg Boeye
Chief Negotiator

Russell E Zinken
Chief Negotiator

4/4/07
Date

4/4/07
Date

**Appendix I
Grievance Report**

Nishna Valley Community School District

Date Filed

Distribution of Form

1. Association
2. Employee
3. Appropriate Supervisor
4. Superintendent

Name of Aggrieved Person

Level II

1. Date Violation Occurred _____

2. Section(s) of Contract Violated _____

3. Statement of Grievance* _____

4. Relief Sought* _____

Signature

Date

5. Disposition by Principal or Immediate Supervisor _____

Signature of Principal or Immediate Supervisor

Date

**Appendix I
Grievance Report**

Level III

A. _____
Signature of Aggrieved Person Date Received by Superintendent

B. Disposition by Superintendent or Designee _____

Signature of Superintendent or Designee

Date

Level IV

A. _____
Signature of Aggrieved Person Signature of Association President

B. _____
Date Submitted to Arbitrator Date Received by Arbitrator

C. Disposition and Award of Arbitrator* _____

Signature of Arbitrator

Date

Appendix II
Nishna Valley Community School District
Horizontal Lane Movement
Request for Program/Course Approval

_____ Employee

I am requesting that the following degree program be approved for horizontal lane movement on the Nishna Valley Community School District Salary Schedule. Once a degree program has been approved, the employee does not have subsequent individual courses approved in advance so long as those courses are leading to the degree program approved by the superintendent.

_____ Degree Program

_____ College or University

OR

I am requesting that the following courses be approved for horizontal lane movement on the Nishna Valley Community School District Salary Schedule.

Courses:

_____ Date Submitted to Superintendent

_____ Employee Signature

_____ Program/Course **APPROVED**

_____ Program/Course **DENIED**

Reason for Denial:

_____ Date

_____ Signature of Superintendent

Appendix III
Nishna Valley Community School District
Horizontal Lane Movement
Request to Advance to a Higher Educational Lane

Request for advancement to a higher educational lane must be made by January 3 of the calendar year in which the horizontal lane advancement is anticipated.

| | |
|-------|-------------------------|
| _____ | Employee |
| _____ | Current Horizontal Lane |
| _____ | Current Vertical Step |
| _____ | Current Academic Year |

I am anticipating moving from my current horizontal lane and vertical step placement to an advanced horizontal lane and vertical step placement. I anticipate that I will have sufficient course credit to move to the following horizontal lane and vertical step:

| | |
|-------|--|
| _____ | Anticipated Horizontal Lane |
| _____ | Anticipated Vertical Step |
| _____ | Year of Anticipated Horizontal Lane Movement |

Date Submitted to Superintendent

Signature of Employee

Date Reviewed by Superintendent

Signature of Superintendent

2007-2008 School Calendar – Nishna Valley – Final Review Version

Start to Finish for Students
(August 21- May 27)

Summary of Calendar:

Days in classroom:

First Semester 90

Second Semester 90

TOTAL CALENDAR DAYS 180

CALENDAR LEGEND

Teacher PD – No School

Quarter Begin/End

Early Outs for Teacher PD

Holidays /No School

Vacation Days

Parent/Teacher Conf.

HOLIDAYS:

Labor Day (9/3)

Thanksgiving Day (11/22)

Christmas Day (12/25)

New Year's Day (1/1)

President's Day (2/18)

Easter Sunday (3/23)

Memorial Day (5/26)

Professional Development (PD) and In-Service Days:

Full Days:

August 14 (New Teachers)

August 15

August 16

August 17

August 20

September 12

November 14

January 28

March 12

April 4

May 28

May 29

Early Outs (1:30 PM):

August 21

October 10

October 24

December 12

January 10

February 13

March 19

May 14

May 27

Holiday Early Outs

Early Outs (2:00 PM):

November 21

December 21

Snow Days and Emergency Cancellations
will be made up in the following order:

May 28

May 29

May 30

June 2

June 3

June 4

Etc.

| August | | | | | Student Days |
|-----------|----|----|----|----|--------------|
| M | T | W | Th | F | |
| 6 | 7 | 8 | 9 | 10 | |
| 13 | | | | | |
| 27 | 28 | 29 | 30 | 31 | 9 |
| September | | | | | |
| 3 | 4 | 5 | 6 | 7 | 13 |
| 10 | 11 | | 13 | 14 | 17 |
| 17 | 18 | 19 | 20 | 21 | 22 |
| 24 | 25 | 26 | 27 | 28 | 27 |
| October | | | | | |
| 1 | 2 | 3 | 4 | 5 | 32 |
| 8 | 9 | | 11 | 12 | 37 |
| 15 | 16 | 17 | 18 | 19 | 42 |
| 22 | 23 | | | 26 | 47 |
| 29 | 30 | 31 | | | 50 |
| November | | | | | |
| | | | 1 | 2 | 52 |
| 5 | 6 | 7 | 8 | 9 | 57 |
| 12 | 13 | | 15 | 16 | 61 |
| 19 | 20 | 21 | 22 | 23 | 64 |
| 26 | 27 | 28 | 29 | 30 | 69 |
| December | | | | | |
| 3 | 4 | 5 | 6 | 7 | 74 |
| 10 | 11 | | 13 | 14 | 79 |
| 17 | 18 | 19 | 20 | 21 | 84 |
| 24 | 25 | 26 | 27 | 28 | |
| 31 | | | | | |
| January | | | | | |
| | 1 | 2 | 3 | 4 | 86 |
| 7 | 8 | 9 | | | 91 |
| 14 | 15 | 16 | 17 | 18 | 96 |
| 21 | 22 | 23 | 24 | 25 | 101 |
| | 29 | 30 | 31 | | 104 |
| February | | | | | |
| | | | | 1 | 105 |
| 4 | 5 | 6 | 7 | 8 | 110 |
| 11 | 12 | | 14 | 15 | 115 |
| 18 | 19 | 20 | 21 | 22 | 119 |
| 25 | 26 | 27 | 28 | 29 | 124 |
| March | | | | | |
| 3 | 4 | 5 | 6 | 7 | 129 |
| 10 | 11 | | 13 | 14 | 133 |
| 17 | 18 | | 20 | 21 | 136 |
| 24 | | 26 | 27 | 28 | 140 |
| 31 | | | | | 141 |
| April | | | | | |
| | 1 | 2 | 3 | | 144 |
| 7 | 8 | 9 | 10 | 11 | 149 |
| 14 | 15 | 16 | 17 | 18 | 154 |
| 21 | 22 | 23 | 24 | 25 | 159 |
| 28 | 29 | 30 | | | 162 |
| May | | | | | |
| | | | 1 | 2 | 164 |
| 5 | 6 | 7 | 8 | 9 | 169 |
| 12 | 13 | | 15 | 16 | 174 |
| 19 | 20 | 21 | 22 | 23 | 179 |
| 26 | | | | 30 | 180 |
| June | | | | | |
| 2 | 3 | 4 | 5 | 6 | |
| 9 | 10 | 11 | 12 | 13 | |
| 16 | 17 | 18 | 19 | 20 | |
| 21 | 22 | 23 | 24 | 25 | |
| 28 | 29 | 30 | | | |

180 Day Calendar

Date Events

| | |
|--------------|--|
| Aug. 14 | New Teacher Orientation |
| Aug. 15 | Teacher PD – No School |
| Aug. 16 | Teacher In-Service – No School |
| Aug. 17 | Teacher PD – No School |
| Aug. 20 | Teacher In-Service – No School |
| Aug. 21 | Begin 1 st Semester/ 1 st Qtr. – Early Out for Teacher In-Service – 1:30 PM |
| Sept 3 | Labor Day (No School) |
| Sept 11 | Annual School Election |
| Sept. 12 | Teacher PD – No School |
| Oct. 10 | Early Out for PD – 1:30 PM |
| Oct. 24 | End of 1 st Qtr. – 45 Days – 1:30 Early Out for Teacher In-Service |
| Oct. 25 | Beginning of 2 nd Quarter |
| Nov 1 | Parent-Teacher Conferences – No School |
| Nov 2 | No School |
| Nov 6 | Election Day |
| Nov. 14 | Teacher PD – No School |
| Nov. 21 | Early Out at 2:00 PM for Thanksgiving |
| Nov 22-23 | Thanksgiving Holiday (No School) |
| Dec 12 | Early Out for PD – 1:30 PM |
| Dec 21 | Early Out at 2:00 PM for Winter Break |
| Dec 25 | Christmas |
| Dec 24-Jan 2 | Winter Break (No School) |
| Jan 1 | New Year's Day (No School) |
| Jan 3 | Return to School after Winter Break |
| Jan 10 | End of 2 nd Qtr. – 45 Days/ End of 1 st Semester – 90 Days – 1:30 Early Out for Teacher In-Service |
| Jan 11 | Beginning of 3 rd Quarter |
| Jan 28 | Teacher PD – No School |
| Feb 13 | Early Out for PD – 1:30 PM |
| Feb 18 | President's Day (No School) |
| Feb 28 | Parent-Teacher Conferences – No School |
| Feb 29 | No School |
| Mar 12 | Teacher PD – No School |
| Mar 19 | End of 3 rd Qtr. – 46 Days – 1:30 Early Out for Teacher In-Service |
| Mar 20-24 | Spring Break |
| Mar 23 | Easter |
| Mar 25 | Beginning of 4 th Quarter |
| Apr 4 | Teacher PD – No School |
| May 14 | Early Out for PD – 1:30 PM |
| May 26 | Memorial Day (No School) |
| May 27 | End of 4 th Qtr-44 Days/End of 2 nd Semester – 90 Days – Early Out at 1:30 PM for Teacher In-Service |
| May 28 | Teacher In-Service – No School |
| May 29 | Teacher In-Service – No School |